



Terms and Conditions of Service:

SERVICE RETAINER: **pabs photomagic** shall reserve the date of the event listed on this agreement only and providing that the Purchaser is legally competent to execute this contract, has done so and the entire required deposit has been fully paid and processed by **pabs photomagic**. In regards to corporate Purchase, the Purchaser executing this agreement represents that they have full authority to bind said Corporation or other entity to this agreement and should said representation be erroneous, the signatory making such representation shall be deemed to have signed this contract personally and shall be held liable to the same.

A Service Retainer in the amount of 50% is required at the time of signing this agreement. The Service Retainer is non-refundable, but is transferable to a new available date at our discretion. In this case, **pabs photomagic** requires both parties enter into a new agreement. Purchaser agrees that in addition to any and all other legal rights and remedies **pabs photomagic** may have, Purchaser will pay a \$50.00 fee for any and all returned checks. Balance is due on or before 14 days prior to the contracted event date. Photo booth services will not begin until the balance is paid in full. Payment for any overage in time must be paid before additional hours are provided.

PHOTO BOOTH OPERATIONS: **pabs photomagic** agrees to have the photo booth operational for the time period specified; however, in some situations operations may need to be interrupted for maintenance, service and/or photography optimizations. **pabs photomagic** agrees to send a qualified technician and professional photographer onsite to maintain and operate the photo booth. Should **pabs photomagic** fail to provide a fully operational photo session during the agreed upon times, the Purchaser's only remedy is a refund of payment received. Purchaser agrees that **pabs photomagic** will not be responsible for consequential damages. If only partial services can be provided due to conditions beyond our reasonable control, then the service charges shall be refunded on a prorated basis. Operation of photo session times may be adjusted if event location or Purchaser ends the event prior to the contracted end time and no refund of money will apply. If Purchaser or venue requires **pabs photomagic** to complete setup more than one hour before the start time, or to postpone break down more than one hour after the end time indicated, the additional time will be charged at the rate of \$100.00 per hour. **pabs photomagic** requires access to venue at least 60 minutes before the event and 30 minutes after the event for setup and takedown.

SPACE & PLACEMENT REQUIREMENTS

- (1) A minimum 10' x 10' area for our photo booth
- (2) 110V, 10 amps, 3 prong standard electrical within 15 feet of our designated area
- (3) 2 chairs and a table for scrapbook assembly (if contracted)

INCLEMENT WEATHER: For outdoor events, Purchaser shall provide overhead shelter for the equipments and sufficient protection from the elements. **pabs photomagic** reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, the equipment, or guests. Since safety is paramount in all decisions, **pabs photomagic**'s compensation will not be affected if operation is ended. Purchaser assumes all responsibilities for equipment damage suffered from exposure to adverse weather conditions, and shall be charged for replacement/repair to said equipment.

LIABILITY AND INDEMNIFICATION: **pabs photomagic** shall not be liable under any contract for direct, indirect, incidental or consequential damages (including without limitation, damages for lost profits or increased expenses) with respect to any claim arising from or related in any way to this agreement and services provided. The Purchaser will indemnify and hold harmless **pabs photomagic** against any and all liability related to Purchaser's Event from the time of service and on into the future. Purchaser will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of **pabs photomagic** or its employees, agents, or subcontractors.

DAMAGE TO **pabs photomagic**'s EQUIPMENT: Purchaser acknowledges that it shall be responsible for any damage or loss to the **pabs photomagic** equipment caused by:

- a) any misuse of the equipment by Purchaser or its guests, or
- b) any theft or disaster (including but not limited to fire, flood or earthquake, water damage).

MODEL RELEASE: All guests using the photo booth hereby grant **pabs photomagic** the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition the Purchaser does hereby release, discharge and agree to save harmless **pabs photomagic** from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

This agreement is subject to force majeure, strikes, labor disputes, accidents, transportation breakdowns or other causes beyond the control of **pabs photomagic**, and **pabs photomagic** shall not be liable for the aforementioned and in addition, any failures of electric supply and/or air conditioning or any of the above shall not be construed as a breach of agreement by **pabs photomagic**. If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Purchaser relating to the subject matter herein and shall not be modified except in writing, signed by both parties.